

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School District, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and to provide speech and language pathology experience through practice speech and language pathology to students enrolled in speech and language pathology training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual costs to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the district of the services rendered by the District, and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The State University and the District are as follows:

UNIVERSITY: <b>San Jose State University</b> <b>One Washington Square</b> <b>San Jose, CA 95192-0071</b>	DISTRICT: <b>Mt. Diablo Unified School District</b> <b>1936 Carlotta Dr.</b> <b>Concord, CA 94519</b>
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The TERM of the Agreement is **March 9, 2018 through June 30, 2021.**

The State shall pay District for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit.

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such school or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the State through their duty-authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the District.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during the regular season.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in duplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching in an amount not less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

## HOLD HARMLESS CLAUSE

The District and the State University will save harmless and indemnify the State and District against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of District's or State's performance of the terms of this Agreement.

## INSURANCE

State and District will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

Pursuant to the California State University (CSU) policy for contracting and procurement (Section 412.06), the University must ask for the following insurance information to be provided prior to issuance of an agreement, purchase order or student placement agreement/commitment which allows the work to be performed:

Contracts requiring insurance coverage shall contain the following provisions:

1. District shall furnish to the University a Certificate of Insurance stating that there is liability insurance presently in effect for the agreement with a single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.
2. The Certificate of Insurance shall provide:
  - a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;
  - b. The State of California, the Trustees of the California State University System, San Jose State University, and the employees, officers, and agents of each of them, must be added by endorsement as Additional Insured, but only insofar as the operations under the agreement are concerned.
  - c. That the State, the Trustees, and the University, and the employees, officers and agents of each of them will not be responsible for any premiums or assessments on the policy.
3. The District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this contract/agreement, District agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance will be provided evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to approval of the University, and District agrees that no services shall be performed prior to the giving of such approval.

In the event that the District fails to keep in effect at all time insurance coverage as provided herein, the University may in addition to any other remedies it may have, terminate the contact/agreement upon occurrence of such event.

4. Workers Compensation and Employer's Liability insurance coverage as required by California State Law shall be maintained by the District and any subcontractor(s) through the completion of the service. It is agreed that the University will provide Workers' Compensation coverage for students for the duration of this agreement.

The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, the University may require the District to carry insurance with a higher limit.

5. The University agrees to add the District as an additional insured in the CSU Student Professional Liability Insurance Program.

STATE OF CALIFORNIA

SCHOOL DISTRICT

Trustees of the California State University

**Mt. Diablo Unified School District**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

TITLE: SJSU Contract Analyst

TITLE: \_\_\_\_\_

**THIS SECTION IS OPTIONAL:**

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on \_\_\_\_\_.

“It was moved, seconded, and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the \_\_\_\_\_ is hereby authorized to execute the same.”

BY \_\_\_\_\_  
Clerk, Secretary (strike one) of the governing Board of The School District